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8 **UNITED STATES BANKRUPTCY COURT**

9 **DISTRICT OF NEVADA**

10 In re	Case No. 23-10423-mkn
11 CASH CLOUD, INC., dba COIN CLOUD,	Chapter 11
12	Adv. Case No.
13 Debtor.	
14 CASH CLOUD, INC., dba COIN CLOUD, 15 Plaintiff,	COMPLAINT FOR AVOIDANCE OF TRANSFERS UNDER 11 U.S.C. §§ 544, 548, 550 AND NRS 112.180 AND NRS 112.210
16 v.	
17 KIOSK SERVICES GROUP, INC.	
18 Defendant.	

19 Cash Cloud, Inc. d/b/a Coin Cloud (“Cash Cloud,” “Plaintiff,” or “Debtor”), as debtor and
 20 debtor-in-possession in the above-captioned Chapter 11 case (the “Chapter 11 Case”), by and through
 21 its undersigned counsel of record, Fox Rothschild LLP, hereby files this Complaint For Avoidance
 22 Of Transfers Under 11 U.S.C. §§ 544, 548, 550 And NRS 112.180 And NRS 112.210 and alleges as
 23 follows:

24 **JURISDICTION AND VENUE**

25 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
 26 2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (O).
 27 3. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
 28 4. The procedural grounds for the relief requested herein is Fed. R. Bankr. P. 7001.

1 5. Pursuant to Fed. R. Bankr. 7008 and Local Rule 7008, Cash Cloud consents to the entry
2 of final orders or judgment by the bankruptcy judge if it is determined that the bankruptcy judge,
3 absent consent of the parties, cannot enter final orders or judgment consistent with Article III of the
4 United States Constitution.

5 6. Cash Cloud reserves its rights to amend this Complaint as additional facts may be
6 discovered.

PARTIES

8 7. Cash Cloud is the debtor and debtor-in-possession in the above-captioned Chapter 11
9 Case. Cash Cloud is a Nevada Corporation, duly formed under the laws of the State of Nevada. At all
10 times since its formation in 2014, Cash Cloud's principal place of business has been in Clark County,
11 Nevada. Cash Cloud operates under the trade name Coin Cloud. This trade name is registered with
12 Clark County, Nevada. The federally registered trademark "Coin Cloud" is owned by Cash Cloud.

13 8. Defendant Kiosk Services Group, Inc. (“Defendant” or “KSG”) is a corporation
14 organized under the laws of the State of Colorado.

15 9. Upon information and belief, at all times relevant herein, Defendant's principal place
16 of business is and has been 17051 E. Cedar Gulch Dr., Parker, CO 80134.

GENERAL ALLEGATIONS

18 | Debtor's Bankruptcy Filing

19 10. On February 7, 2023, Cash Cloud filed its voluntary petition for relief under Chapter
20 11 of the Bankruptcy Code, thereby commencing the above-captioned Chapter 11 Case (the “Petition
21 Date”).

22 11. Cash Cloud is authorized to operate its business and manage its property as debtor in-
23 possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

24 12. No request has been made for the appointment of a trustee or examiner.

25 13. An Official Committee of Unsecured Creditors was appointed on or about February
26 17, 2023.

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1 **Cash Cloud's Business**

2 14. Cash Cloud's business was centered on providing the public the means to buy and sell
 3 digital currency (*e.g.*, Bitcoin and other cryptocurrencies) using ATM-style digital currency machines
 4 ("DCMs").

5 15. Cash Cloud's customers purchased digital currency by depositing cash (U.S. dollars)
 6 in Cash Cloud's DCMs in exchange for digital currency in the customer's digital currency wallet. In
 7 turn, Cash Cloud's customers sold digital currency by sending digital currency to Cash Cloud and
 8 receiving the corresponding amount of cash from the DCMs.

9 16. As of December 31, 2022, Cash Cloud operated approximately 4,800 DCMs, or kiosks
 10 ("Kiosks"), installed in some of the largest convenience, grocery and liquor store chains and
 11 prestigious malls.

12 17. To facilitate the installation of the Kiosks, Cash Cloud entered into numerous contracts
 13 ("Contracts") or leases ("Leases") with various parties ("Counterparty" or "Counterparties")
 14 having retail locations (more commonly referred to as "hosts"), including convenience stores, malls,
 15 and enterprise grocery stores. The terms in the Contracts and/or Leases vary. However, in general,
 16 the terms provide that Cash Cloud is permitted to install a Kiosk at a certain location ("Location") in
 17 exchange for compensation being paid to the Counterparty. There are thousands of Contracts or
 18 Leases, and the nature and amount of compensation varies and is sometimes in the form of a fixed
 19 monthly rental payment or a variable portion of the profit of the Kiosk. The Contracts and/or Leases
 20 typically have a 3 to a 7-year term, with automatic renewals, unless terminated by either party.

21 **Cash Cloud's Agreement With KSG**

22 18. Cash Cloud entered into a service agreement with KSG to provide services to the
 23 Debtor from November 1, 2022, through December 31, 2023 (the "KSG Agreement"). A true and
 24 correct copy is attached hereto as Exhibit 1.

25 19. Pursuant to the KSG Agreement, KSG was to provide services for Cash Cloud's
 26 Kiosks such as inspection, testing, and cleaning of the Kiosks to ensure that they were operational.

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1 20. Cash Cloud paid KSG two retainer payments, one on January 18, 2023, and another
 2 on May 18, 2023, totaling \$125,000.00 (collectively, the “Retainer Payments”). True and correct
 3 copies of the payments are attached hereto as Exhibit 2.

4 21. Cash Cloud is no longer operating the Kiosks and thus is no longer in need of KSG’s
 5 services.

6 22. Cash Cloud has informed KSG that it is no longer in need of KSG’s services.

7 23. KSG is no longer providing services to Cash Cloud.

8 24. Given that KSG is no longer providing services to Cash Cloud, Cash Cloud requested
 9 the return of \$72,336.66, the amount of the Retainer Payments remaining after KSG debited its
 10 charges against the Retainer Payment (“Remaining Retainer”), but KSG rejected the request
 11 indicating the Retainer Payments were non-refundable and that Cash Cloud forfeited these funds. See
 12 Exhibit 3, email correspondence between KSG and Cash Cloud.

FIRST CLAIM FOR RELIEF

(Fraudulent Transfer Under 11 U.S.C. § 548(a)(1)(B) and § 550)

15 25. Cash Cloud repeats and realleges every allegation contained in the foregoing
 16 paragraphs of this Complaint as if fully set forth herein.

17 26. Cash Cloud paid the Retainer Payments to KSG as prepayment for future services.

18 27. Cash Cloud is no longer in need of any services from KSG.

19 28. The Retainer Payments were transfers of an interest of the Debtor in property.

20 29. The Retainer Payments were made within two years before the Petition Date.

21 30. Cash Cloud had at least one creditor as of the date the Retainers Payments were made.

22 31. The Retainer Payments were made to KSG without receiving reasonably equivalent
 23 value in exchange because the Retainer Payments exceed the value of the services provided by KSG.

24 32. Cash Cloud was insolvent on the date that the Retainer Payments were made, or
 25 became insolvent thereafter.

26 33. Cash Cloud was engaged in business or a transaction, or was about to engage in a
 27 business or a transaction, for which any property remaining with Cash Cloud was an unreasonably

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small capital or for which Cash Cloud did not have the ability to pay when the Retainer Payments were made.

34. KSG was the initial transferee of the Retainer Payments or for whose benefit the Retainer Payments were made. In the alternative, KSG was the mediate or immediate transferee of the initial transferee of the Retainer Payments.

35. If it is determined that KSG is an immediate or mediate transferee of the Retainer Payments, KSG did not take for value, in good faith, or without knowledge of the voidability of the Retainer Payments.

36. Cash Cloud is entitled to a judgment avoiding the Retainer Payments in the amount of the Remaining Retainer, and judgment against KSG in the amount of the value of the Remaining Retainer in accordance with 11 U.S.C. §§ 548(a)(1)(B) and 550.

SECOND CLAIM FOR RELIEF

(11 U.S.C. § 544 and § 550; NRS 112.180(1)(b) and 112.210)

37. Cash Cloud repeats and realleges every allegation contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

38. The Retainer Payments were transfers of an interest of Cash Cloud in property.

39. Cash Cloud had at least one creditor as of the date the Retainer Payments were made.

18 40. The Retainer Payments were made within four years of the Petition Date.

19 41. The Retainer Payments were made to KSG without receiving reasonably equivalent
20 value in exchange because the Retainer Payments exceed the value of the services provided by KSG.

21 42. Cash Cloud was insolvent on the date that the Retainer Payments were made, or
22 became insolvent.

23 43. Cash Cloud was engaged in business or a transaction, or was about to engage in a
24 business or a transaction, for which any property remaining with Cash Cloud was an unreasonably
25 small capital or for which Cash Cloud did not have the ability to pay when the Retainer Payments
26 were made.

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1 44. KSG was the initial transferee of the Retainer Payments or for whose benefit the
 2 Retainer Payments were made. In the alternative, KSG was the mediate or immediate transferee of
 3 the initial transferee of the Retainer Payments.

4 45. If it is determined that KSG is an immediate or mediate transferee of the Retainer
 5 Payments, KSG did not take for value, in good faith, or without knowledge of the voidability of the
 6 Retainer Payments.

7 46. Cash Cloud is entitled to a judgment avoiding the Retainer Payments in the amount of
 8 the Remaining Retainer, and judgment against KSG in the amount of the value of the Remaining
 9 Retainer in accordance with 11 U.S.C. §§ 544 and 550 and NRS 112.180(1)(b) and 112.210.

10 **THIRD CLAIM FOR RELIEF**

11 **(Unjust Enrichment)**

12 47. Cash Cloud repeats and realleges every allegation contained in the foregoing
 13 paragraphs of this Complaint as if fully set forth herein.

14 48. Cash Cloud conferred benefits upon KSG by (i) allowing it to have a retainer of
 15 \$125,000 for payment of future services and (ii) allowing it to hold the remaining amount of the
 16 retainer when services under the KSA Agreement are no longer needed.

17 49. KSG knowingly and voluntarily accepted and retained the benefits and Retainer
 18 Payments transferred by Cash Cloud.

19 50. The circumstances are such that it would be inequitable and unjust for KSG to retain
 20 the Retainer Payments.

21 51. As a result of the foregoing, KSG has been unjustly enriched at the expense of Cash
 22 Cloud.

23 52. Cash Cloud is entitled to the return of those amounts by which KSG was unjustly
 24 enriched through disgorgement or any other appropriate remedy.

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REQUESTED RELIEF

WHEREFORE, Cash Cloud prays for judgment against Defendant as follows:

- a) For avoidance of the Retainer Payments in the amount of the Remaining Retainer;
- b) Recovery and payment of the Remaining Retainer;
- c) For equitable/injunctive relief as appropriate;
- c) For reasonable attorney's fees and costs; and
- d) For any other relief this Court finds just and proper.

Dated this 18th day of September, 2023.

FOX ROTHSCHILD LLP

By: /s/Brett Axelrod
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2 **EXHIBIT 1**
3 (KSG Agreement)
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KIOSK SERVICES GROUP / COIN CLOUD SERVICE AGREEMENT

This Service Agreement ("Agreement") is made as of the 1st day of November 2022 (the "Agreement Effective Date") by and between Coin Cloud ("Company") and Kiosk Services Group, Inc., formerly SurveyStudio, Inc. ("Service Provider" or "BreakFixr"). This Agreement will be effective starting November 1, 2022 and continue through December 31, 2023. After the expiration of the initial term of this Agreement, the Agreement will automatically renew on an annual basis unless prior written notice of non-renewal is sent from one party to the other at least 90 days prior to the end of the then current term (in the case of non-renewal by Company) and 90 days prior to the end of the then-current term (in the case of non-renewal by BreakFixr).

1. **COVERED EQUIPMENT:** BreakFixr shall provide Services (as defined herein) for the Company's automatic retail machines (the "Equipment"). The Service Fees on Exhibit A, which is incorporated here in by reference, apply to Services for such Equipment only.
2. **DESCRIPTION OF SERVICES.** The Equipment to be serviced by BreakFixr shall be located in malls, retail stores, and other designated business locations ("Site(s)"). BreakFixr shall provide all the following Services for the Company at Sites identified by Company in the continental United States ("Services"):
 - a. **Breakfix Service.** BreakFixr shall receive notification from Company of machines that require breakfix service. BreakFixr Technicians will perform tasks as needed (described in section 2.iii.) and will perform inspection, testing, and cleaning of the Company to ensure it is operational. Breakfix service dispatches received by BreakFixr will be scheduled for a Field Technician to be on-site within the response time defined below.

Description	Response Time	Resolution Time	Cut Off Time
Machine is down, not capable of generating revenues.	2 hr	Two Business Days*	1pm MST

i. **Breakfix Tasks.** The following Tasks are included as part of standard breakfix service performance.

- Replacing pinpad batteries
- Ensuring the machine is overall clean and free of any dirt, dust, etc.
- Capturing any marketing related photos when applicable
 - Such as photos of Coin Cloud signage and machine toppers
 - Photos of the machine placement within the host location
- Confirming the camera and touchscreen components on the machine are functioning properly
- Connectivity - Power cycling of modem located behind the touch screen in the machine
- Power Issue - unplugging and plugging the machine's power cable or resetting the UPS by pressing a button.
- Checking for and potentially clearing any jams in the bill acceptor/recycler
- Performing a full test transaction to ensure the machine is operating properly
- For basic parts replacement:
 - Parts Required - * Resolution timeframe does not begin until these shipments are picked up
 - Installing any potential replacement parts into the machine and reconnecting any corresponding parts to it. These parts include but are not limited to a PC, internet modem solution, recycler/bill acceptor, camera, touchscreen monitor, install related hardware.

3. ADMINISTRATION & BUSINESS REPORTING.

- a. **Account Management.** Both Parties shall have dedicated corporate resources with accountability for mutually beneficial results. Multiple lines of escalation shall be available during all required hours of coverage. The following is a list of requirements:

i. **Training.** Company shall provide the necessary training content and BreakFixr will implement technicians' training and warrant technician's comprehension.

ii. **Performance and Compliance Reporting.** The content/format/frequency of this is to be determined and shall be agreed upon by both parties and defined in writing.

b. **Billing.**

- i. All scheduled visit charges associated with specific work order ticket #, kiosk ID, and date ticket is requested.
- ii. The cost of all required consumable items (batteries, USD bills used for testing, etc.) will be included as reimbursable fees in each job invoice.
- iii. Weekly Invoices submitted per the Company fiscal calendar.

c. **Machine Access.** Company is responsible for providing access codes to BreakFixr through API or agreed upon process for daily updates. BreakFixr is responsible for managing access codes to both ensure access to the correct field service technician and to prevent unauthorized entry. Under no circumstances will BreakFixr have any liability for losses of any kind associated with access to the machine's safe or deposited cash.

d. **"Dallas Key" Management.** Company shall be responsible for key control, shipping and timely delivery to BreakFixr technician for all scheduled visits. NOTE: * Resolution timeframe does not begin until these shipments are picked up.

e. **Field Visibility.** BreakFixr will maintain information regarding field service technician key assignments, locations serviced and management. Routine updates to be provided due to attrition/turnover or other field changes.

f. **Escalation/Field support.** Technical Support shall be managed by Company (field managers and/or call center). Company support is available for network access issues, machine issues, troubleshooting help, parts or supplies needed. BreakFixr is responsible for supporting field technician's work orders, assignments, scheduling, and payouts.

g. **Invoice Disputes.** Company and BreakFixr agree that all Service activity shall be invoiced and paid at the rates specified in Exhibit A. BreakFixr shall not invoice the Company for work not specifically requested by the Company or for an amount not specified in Exhibit A or agreed to in writing in advance of the work commencing. Company shall not short pay or refuse to pay any invoice for any activity specified in Exhibit A that has:

- i. A corresponding Company Work Order for each invoiced order.
- ii. BreakFixr has completed the Services, and has provided the service information detail, required for that Work Order.
- iii. An invoiced amount from Exhibit A that matches the requested Service on the Company Work Order (excluding any tax levied by a taxing jurisdiction).

h. **Warranty of Service.** BreakFixr agrees to warranty its Services for thirty (30) days after the completion of each Work Order. If Services are not performed correctly BreakFixr will, at its own cost, send a field service technician to re-perform the Service within five (5) business days of written notification from Company

4. **FEES.** For the Service provided by Service Provider under this Service Agreement, Company will pay Service Provider per the below pricing table (Exhibit A). Remote Zone Fees are based on Map of US Census Metropolitan Statistical Areas (Exhibit B). Company will pay all undisputed invoices within thirty (30) days from receipt of a true and correct invoice. In the event of a disputed invoice, Company shall submit written notification of the dispute within thirty (30) days of receipt of the invoice. The dispute shall be submitted to the Contact for Service Provider.

5. PRICING TABLE (Exhibit A):

Service Type	Service Fees	Service Length	Overtime Fees	Remote Zone Fees
Breakfix Service	\$95/visit	45 minutes	\$80/hour billed in 15-minute increments	Zone 2 - \$50; Zone 3 - \$100
Cancelation (After Assignment)	\$35/order	N/A	N/A	N/A

6. **BASIC SERVICE HOURS AND RESPONSE.** Standard Hours of Dispatch and BreakFixr Support are defined as 8:00am to 4:00pm PST Monday through Friday. Company technical support hours are defined as 5:00am to 7:00pm PST Monday through Friday. Standard hours of BreakFixr Technicians are 5:00am – 11:00pm PST Monday through Friday and can vary by kiosk requirement or the operating hours of the location.
7. **BASIC SERVICES PAYMENT.** Company shall pay Service Provider in full within Twenty-one (21) days of receipt of invoice as provided above. All payments must be made in US Dollars.
8. **WEEKEND SERVICES PAYMENT.** Company shall pay Service Provider in full on the FIRST of each calendar month, in advance of services.
9. **DEFAULT.** If Company fails, after notice and reasonable opportunity to cure of no less than thirty (30) days, to pay any amount due hereunder to Service Provider, Service Provider may at its sole option without further obligation to Company, (a) furnish Services only on a "COD" basis, or (b) cancel this Agreement upon written notice to Company without liability. Termination, cancellation, or expiration of this Agreement shall not relieve either party from any liability or obligation that accrued prior to such termination or expiration.
10. **TAXES.** Company shall pay any applicable sales, property and use taxes assessed against these Services.
11. **PRICE CHANGES.** At any time beginning after the first anniversary of this Agreement, Service Provider may, at any time and upon its discretion, adjust its pricing for Services upon ninety (90) days' prior written notice. There shall be no price increases during the 1st year of Agreement. Any proposed price increase shall be limited to one time per calendar year. In the event that Service Provider shall increase its basic charges, Company may terminate this Agreement by giving written notice to Service Provider fifteen (15) days prior to the effective date of the price increase.
12. **WITHDRAWAL OR CANCELLATION.** This Agreement cannot be cancelled during the initial one-year term, except for a material breach by a party, which is not cured within 45 days of notice of the breach, or pursuant to Section 9 above After the first-year term expires, this Agreement can be cancelled by either party with 90 days' written notice to the other party.
13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.
14. **SEVERABILITY.** The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.
15. **NON-SOLICITATION.** Both parties recognize and acknowledge that the other party's business relationships constitute extremely valuable assets and each party is entitled to and should protect valuable interests and asset

as set forth herein. Both parties agree that during the term of this Agreement and for a period of 365 days thereafter, it shall not directly or indirectly solicit for employment or hire, or retain as a consultant or an independent contractor, any person whom it knows to be an employee of the other party and who is involved in the performance of this Agreement; provided, however, that the foregoing shall not prohibit either party from soliciting a person (i) with whom it has had contact regarding possible employment prior to the date of this Agreement, (ii) who respond to a general solicitation or advertisement that is not specifically directed only to employees of the other party, (iii) who are referred to such party by search firms, employment agencies or other similar entities provided that such entities have not been specifically instructed by such party to solicit the employees of the other party or (iv) who were terminated by the other party prior to any such restricted activity.

16. LIMITED SERVICES WARRANTY. BreakFixr represents and warrants that (i) it has full power and authority to enter into this Agreement and perform all obligations and conditions to be performed by it under this Agreement without any restriction by any other agreement or otherwise; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action of that party; and (iii) this Agreement constitutes the legal, valid and binding obligation of BreakFixr, enforceable in accordance with its terms. BreakFixr further warrants that it shall exercise reasonable prudence and care in its provision of Services and its storage and handling of the units and that the Services provided hereunder shall be performed by persons who are adequately trained and skilled, and shall be performed in a good, safe, workmanlike manner and shall conform to the Services described herein. BreakFixr liability and Company's exclusive remedy for those Services performed by BreakFixr that do not conform to this warranty shall be limited to promptly correcting such Services at no charge to Company within thirty (30) days after performance of the Service at issue. If BreakFixr is unable to otherwise remedy the non-conformance within such 30-day period, BreakFixr shall refund all or a portion of the purchase price of the Service paid by Company. Except as expressly set forth in this limited warranty, BreakFixr makes no other warranties, express or implied with respect to the equipment or the Services, including, without limitation, any warranty respecting the merchantability of the equipment, or their fitness for any particular purpose or use or respecting proprietary right infringement, nor any representations as to any other matter whatsoever, including without limitation, the durability of any replacement parts, the operation of the equipment or the services performed. BreakFixr expressly disclaims all warranties not stated in this limited warranty.

17. INDEMNIFICATION. BreakFixr shall indemnify, hold harmless and defend Company against any claim, damage, loss or expense (including reasonable attorneys' fees and costs) incurred by Company in connection with any claims brought against Company by a third party based on bodily injury, death or damage to real property or tangible personal property arising out of any act or omission of BreakFixr, its agents or employees.

18. INSURANCE. BreakFixr shall, at its own expense, carry and maintain during the performance of the services under this Agreement the following insurance:

1. Commercial General Liability Insurance, which shall include Company as an additional insured, in an amount of not less than \$1,000,000 per occurrence, subject to a \$2,000,000 annual aggregate covering bodily injury (including death), personal injury, defamation, property damage, contractual liability, and products/completed operations;
2. Workers' Compensation and Employer's Liability Insurance. The Workers' Compensation limits shall be statutory or, if outside the United States, not less than the limits required by applicable law. The Employer's Liability limits shall be not less than \$1,000,000 per employee per accident and \$1,000,000 aggregate policy limit or, if higher, the policy limits required by applicable law;
3. Commercial Automobile Liability Insurance in an amount of not less than \$1,000,000 combined single limit covering bodily injury (including death) and property damage for all owned, hired, and non-owned vehicles used by BreakFixr representatives.

19. LIMITATION OF LIABILITY. BreakFixr is not responsible for any loss of data or financial impacts thereof. The limit of liability BreakFixr under this Agreement is an amount equal to the amount paid or payable by Company to BreakFixr under this Agreement plus the limits of any applicable insurance of BreakFixr. A party shall not be liable

for any indirect, incidental, consequential, exemplary or special damages (including damages for loss of business profits, business interruption, loss of business information or data, or failure to realize savings) regardless of the legal form or basis for any such damages, directly or indirectly, in connection with any claim arising out of this Agreement or the furnishing, performance or use of any of the goods or services provided for herein, even if BreakFixr has been advised of the possibility of such damages. Nothing in this Section 19 shall limit the indemnity provisions of Section 17. Moreover, this Section 19 does not apply to any death, bodily injury, damage to personal property, negligence or intentional misconduct, fraud or other liability that cannot be excluded as a matter of law or to claims covered by BreakFixr's insurance.

20. GENERAL. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous agreements or understandings, proposals or advertisements, writings, representations, or oral or written statements or communications with respect to their subject matter. Company agrees that any oral statements by BreakFixr representatives or writings not signed by an authorized officer of BreakFixr are not warranties and are not part of this Agreement. This Agreement may not be modified or changed except by a writing signed by both parties that identifies itself as an amendment to this Agreement. Neither this Agreement nor any rights herein may be transferred or assigned by a party, except that a party may transfer or assign its rights under this Agreement upon notice in connection with a merger, acquisition or sale of all or substantially all of its assets or other business combination transaction. Additionally, BreakFixr may subcontract for the provision of Services to be provided hereunder, provided that Company is given prior notice and grants approval to subcontract, such approval not to be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No delay in notice to a party of its default hereunder or in exercising any right or action permitted herein or under law shall constitute a waiver by the other party. No waiver by a party of any provision or right herein shall constitute a waiver of any other provision or right in the future. Neither party shall be responsible to the other for any non-performance or delay in performance occasioned by causes beyond such party's control, including acts of God, labor difficulties, insurrections or pursuant to equivalent provisions in contracts of suppliers. Section headings are for convenience of reference only and are not of substantive effect.

The Parties have executed this Agreement by their authorized representative as of the Agreement Effective Date.

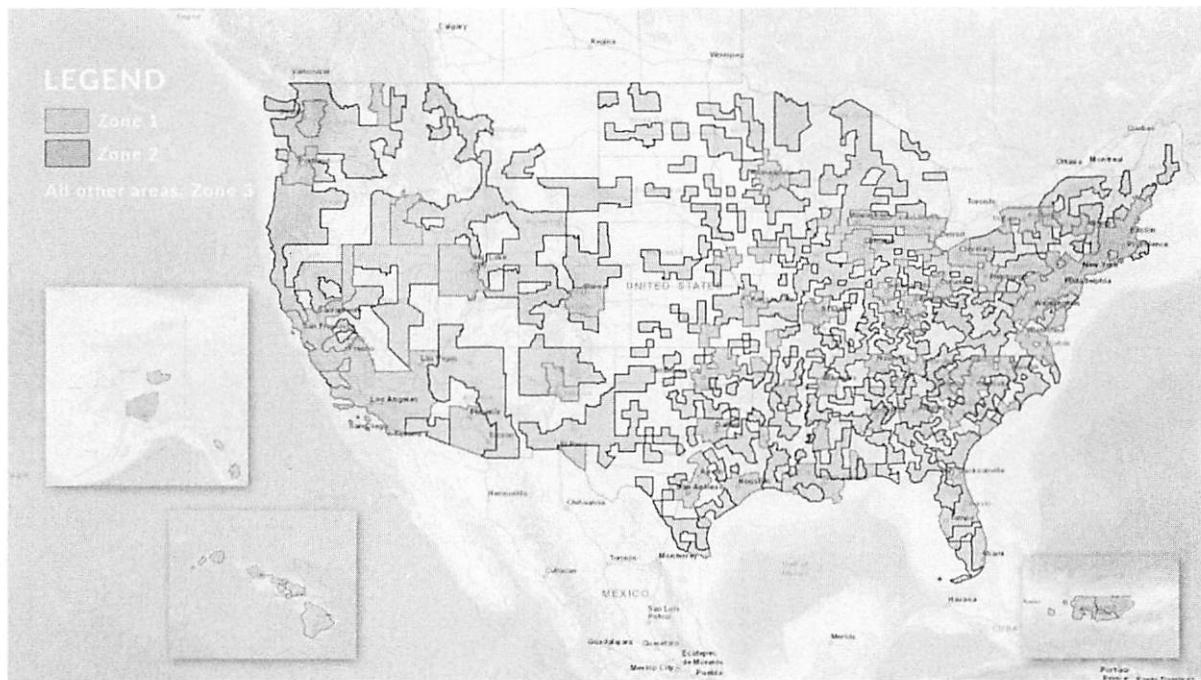
Coin Cloud, Inc.

By: Christopher
 Christopher (Nov 16, 2022 08:45 PST)
 Name: Chris McAlary
 Title: CEO/President
 Date: 11/16/22

Kiosk Services Group, Inc.

By: J
 Jeff Jochum (Nov 9, 2022 21:28 GMT)
 Name: Jeff Jochum
 Title: President
 Date: 11/9/22

Exhibit B: Map of U.S. Census Metropolitan Statistical Areas



11.9.22 KIOSK SERVICES GROUP - COIN CLOUD MSA FINAL

Final Audit Report

2022-11-16

Created:	2022-11-09
By:	Tyler Jones (tyler@surveystudio.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9PJ2DgrLhGLyLusGkAGtSS2eLBApdeMp

"11.9.22 KIOSK SERVICES GROUP - COIN CLOUD MSA FINAL" History

- ✉ Document created by Tyler Jones (tyler@surveystudio.com)
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2022-11-09 - 9:27:02 PM GMT- IP address: 157.254.225.191
- 👤 Signer jeff@surveystudio.com entered name at signing as Jeff Jochum
2022-11-09 - 9:28:17 PM GMT- IP address: 157.254.225.191
- 👤 Document e-signed by Jeff Jochum (jeff@surveystudio.com)
Signature Date: 2022-11-09 - 9:28:19 PM GMT - Time Source: server- IP address: 157.254.225.191
- ✉ Document emailed to chris@coin.cloud for signature
2022-11-09 - 9:28:20 PM GMT
- ✉ Email viewed by chris@coin.cloud
2022-11-09 - 10:35:38 PM GMT- IP address: 104.200.150.24
- 👤 Signer chris@coin.cloud entered name at signing as Christopher
2022-11-16 - 4:45:04 PM GMT- IP address: 98.185.124.226
- 👤 Document e-signed by Christopher (chris@coin.cloud)
Signature Date: 2022-11-16 - 4:45:06 PM GMT - Time Source: server- IP address: 98.185.124.226
- ☑ Agreement completed.
2022-11-16 - 4:45:06 PM GMT



Adobe Acrobat Sign

EXHIBIT 2

(Retainer Payments)

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

Internal ID	*	Date	Type	Document Number	Name	Account	Memo	Amount
98314 *		9/15/2020	Bill Payment	17576	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey Studio, Inc.-Install Cost	(1,950.00)
98314		9/15/2020	Bill Payment	17576	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20199 AP - Old		(1,950.00)
138598 *		4/6/2021	Bill Payment	25559	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey W/E 3/12/21	(3,456.00)
138598		4/6/2021	Bill Payment	25559	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(3,456.00)
147847 *		4/27/2021	Bill Payment	26192	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey Studio, Inc. INV-10315 Invoice	(19,113.00)
147847		4/27/2021	Bill Payment	26192	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(19,113.00)
154604 *		4/28/2021	Bill Payment	26221	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey Studio, Inc. INV-10312 Invoice	(18,819.00)
154604		4/28/2021	Bill Payment	26221	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(18,819.00)
168079 *		5/19/2021	Bill Payment	27616	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey Studio, Inc. INV-10322 Invoice	(4,116.00)
168079		5/19/2021	Bill Payment	27616	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(4,116.00)
185999 *		6/16/2021	Bill Payment	28972	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey Studio, Inc. INV-10331 Invoice	(47,165.00)
185999		6/16/2021	Bill Payment	28972	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(47,165.00)
188470 *		6/22/2021	Bill Payment	28995	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey Studio, Inc. 124641 Site Surveys May-21	(16,023.00)
188470		6/22/2021	Bill Payment	28995	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(16,023.00)
192765 *		6/29/2021	Bill Payment	29047	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey Studio, Inc. INV-10338 Invoice	(23,250.00)
192765		6/29/2021	Bill Payment	29047	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(23,250.00)
203702 *		7/15/2021	Bill Payment	30343	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey Studio, Inc. INV-10343 Invoice	(23,389.00)
203702		7/15/2021	Bill Payment	30343	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(23,389.00)
205098 *		7/20/2021	Bill Payment	30372	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey Studio, Inc. INV-10348 Invoice	(1,323.00)
205098		7/20/2021	Bill Payment	30372	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(1,323.00)
206643 *		7/23/2021	Bill Payment	30412	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10322 Surety Bank - AP (4699)	Survey Studio, Inc. INV-10355 Invoice	(21,474.00)
206643		7/23/2021	Bill Payment	30412	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(21,474.00)
222495 *		8/11/2021	Bill Payment	00000190/7	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10357 Invoice	(22,641.00)
222495		8/11/2021	Bill Payment	00000190/7	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(22,641.00)
226998 *		8/18/2021	Bill Payment	00000203/10	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10365 Invoice	(23,359.00)
226998		8/18/2021	Bill Payment	00000203/10	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(23,359.00)
234006 *		9/1/2021	Bill Payment	00000207/15	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10369 Invoice	(20,298.00)
234006		9/1/2021	Bill Payment	00000207/15	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(20,298.00)
239033 *		9/9/2021	Bill Payment	0000021/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10373 Invoice	(4,779.00)
239033		9/9/2021	Bill Payment	0000021/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(4,779.00)
245838 *		9/16/2021	Bill Payment	00000231/5	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10376 Invoice	(3,753.00)
245838		9/16/2021	Bill Payment	00000231/5	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(3,753.00)
277937 *		9/28/2021	Bill Payment	WIRE 3844 9 28.21	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10301 Commercial Bank - Main (3844)	Survey Studio, Inc. INV-10376 Invoice	(767,000.00)
277937		9/28/2021	Bill Payment	WIRE 3844 9 28.21	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(767,000.00)
255696 *		10/1/2021	Bill Payment	00000237/6	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10380 Invoice	(8,166.00)
255696		10/1/2021	Bill Payment	00000237/6	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(8,166.00)
263411 *		10/6/2021	Bill Payment	00000241/10	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10385 Invoice	(7,281.00)
263411		10/6/2021	Bill Payment	00000241/10	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(7,281.00)
273841 *		10/14/2021	Bill Payment	00000257/11	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10376 Invoice	(38,550.00)
273841		10/14/2021	Bill Payment	00000257/11	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(38,550.00)
280162 *		10/26/2021	Bill Payment	00000267/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10390 Invoice	(4,557.00)
280162		10/26/2021	Bill Payment	00000267/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(4,557.00)
288771 *		11/3/2021	Bill Payment	00000271/1	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(12,657.00)
288771		11/3/2021	Bill Payment	00000271/1	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(12,657.00)
294346 *		11/10/2021	Bill Payment	00000274/4	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10396 Invoice	(1,770.00)
294346		11/10/2021	Bill Payment	00000274/4	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(1,770.00)
301362 *		11/17/2021	Bill Payment	00000288/15	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10399 Invoice	(4,591.00)
301362		11/17/2021	Bill Payment	00000288/15	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(4,591.00)
305708 *		11/23/2021	Bill Payment	00000291/21	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10400	(15,081.00)
305708		11/23/2021	Bill Payment	00000291/21	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(15,081.00)
309672 *		12/1/2021	Bill Payment	00000295/10	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10376 Invoice	(10,264.00)
309672		12/1/2021	Bill Payment	00000295/10	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(10,264.00)
318554 *		12/9/2021	Bill Payment	00000299/6	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10404 Invoice	(4,547.00)
318554		12/9/2021	Bill Payment	00000299/6	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(4,547.00)
326819 *		12/16/2021	Bill Payment	00000311/16-12162021-123918	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	"nacha file date needs to be changed" -AM	(13,912.00)
326819		12/16/2021	Bill Payment	00000311/16-12162021-123918	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(13,912.00)
327241 *		12/17/2021	Bill Payment	00000312/13	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10406 Invoice	(7,490.00)
327241		12/17/2021	Bill Payment	00000312/13	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(7,490.00)
329345 *		12/27/2021	Bill Payment	00000315/16	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10409 Invoice	(6,004.00)
329345		12/27/2021	Bill Payment	00000315/16	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(6,004.00)
333375 *		12/29/2021	Bill Payment	00000319/3-12292021-133611	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)		
333375		12/29/2021	Bill Payment	00000319/3-12292021-133611	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		
333810 *		12/30/2021	Bill Payment	00000320/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10412 Invoice	(13,912.00)
333810		12/30/2021	Bill Payment	00000320/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(13,912.00)
338596 *		1/5/2022	Bill Payment	00000324/13	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10414 Invoice	(8,272.00)
338596		1/5/2022	Bill Payment	00000324/13	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(8,272.00)
347342 *		1/12/2022	Bill Payment	00000327/13-01122022-114456	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Incorrect Invoices	(5,817.00)
347342		1/12/2022	Bill Payment	00000327/13-01122022-114456	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(5,817.00)
349662 *		1/13/2022	Bill Payment	00000330/7	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10416 Invoice	(5,817.00)
349662		1/13/2022	Bill Payment	00000330/7	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(5,817.00)
346098 *		1/19/2022	Bill Payment	00000339/9	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10419 Invoice	(1,423.00)
346098		1/19/2022	Bill Payment	00000339/9	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(1,423.00)
364845 *		2/2/2022	Bill Payment	00000346/11	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(18,344.00)
364845		2/2/2022	Bill Payment	00000346/11	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(18,344.00)
379232 *		2/17/2022	Bill Payment	00000360/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(151,682.00)
379232		2/17/2022	Bill Payment	00000360/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(151,682.00)
380279 *		2/23/2022	Bill Payment	00000362/8	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(115,834.15)
380279		2/23/2022	Bill Payment	00000362/8	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(115,834.15)
392515 *		3/4/2022	Bill Payment	00000367/2	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(27,795.53)
392515		3/4/2022	Bill Payment	00000367/2	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(27,795.53)
399339 *		3/11/2022	Bill Payment	00000370/2	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Survey Studio, Inc. INV-10439 Invoice	(18,033.00)
399339		3/11/2022	Bill Payment	00000370/2	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(18,033.00)
408362 *		3/25/2022	Bill Payment	00000383/2	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(32,873.68)
408362		3/25/2022	Bill Payment	00000383/2	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(32,873.68)
417578 *		4/1/2022	Bill Payment	00000384/13	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(1,117.63)
417578		4/1/2022	Bill Payment	00000384/13	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(1,117.63)
429946 *		4/15/2022	Bill Payment	00000389/2	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(14,895.00)
429946		4/15/2022	Bill Payment	00000389/2	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(14,895.00)
437985 *		4/22/2022	Bill Payment	00000402/4	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(28,048.00)
437985		4/22/2022	Bill Payment	00000402/4	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(28,048.00)
449575 *		5/5/2022	Bill Payment	00000406/12	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(1,573.00)
449575		5/5/2022	Bill Payment	00000406/12	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(1,573.00)
461132 *		5/20/2022	Bill Payment	00000421/7	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(13,359.67)
461132		5/20/2022	Bill Payment	00000421/7	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(13,359.67)
465203 *		6/1/2022	Bill Payment	00000426/6	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(19,100.00)
465203		6/1/2022	Bill Payment	00000426/6	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(19,100.00)
470440 *		6/9/2022	Bill Payment	00000429/6	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(21,915.00)
470440		6/9/2022	Bill Payment	00000429/6	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(21,915.00)
477989 *		6/17/2022	Bill Payment	00000432/8	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(1,346.54)
477989		6/17/2022	Bill Payment	00000432/8	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade		(1,346.54)
489381 *		7/7/2022	Bill Payment	00000440/8	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	Coin Cloud	(5

612068	10/21/2022 Bill Payment	00000532/10	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade	(31,665.00)
657991 *	12/9/2022 Bill Payment	00000572/1	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(30,000.00)
657991	12/9/2022 Bill Payment	00000572/1	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade	(30,000.00)
665404 *	12/22/2022 Bill Payment	00000586/11	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(80,000.00)
665404	12/22/2022 Bill Payment	00000586/11	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade	(80,000.00)
680940 *	1/1/2023 Bill Payment	00000600/7	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(25,000.00)
680940	1/1/2023 Bill Payment	00000600/7	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade	(25,000.00)
686360 *	1/18/2023 Bill Payment	00000607/15	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	CoinCloud BreakFix Retainer Dec 2022 - Coin Cloud (ACH) (25,000.00)
686360	1/18/2023 Bill Payment	00000607/15	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade	(25,000.00)
688831 *	1/25/2023 Bill Payment	00000612/5	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(25,000.00)
688831	1/25/2023 Bill Payment	00000612/5	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20001 AP - Trade	(25,000.00)
706160 *	2/16/2023 Bill Payment	00000625/31	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(9,434.63)
706160	2/16/2023 Bill Payment	00000625/31	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20101 Post Bankruptcy filing AP - Trade	(9,434.63)
707307 *	2/17/2023 Bill Payment	00000629/1	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(50,000.00)
707307	2/17/2023 Bill Payment	00000629/1	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20101 Post Bankruptcy filing AP - Trade	(50,000.00)
730864 *	3/9/2023 Bill Payment	00000640/4	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(11,377.16)
730864	3/9/2023 Bill Payment	00000640/4	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20101 Post Bankruptcy filing AP - Trade	(11,377.16)
737435 *	3/23/2023 Bill Payment	00000653/9	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(125,685.07)
737435	3/23/2023 Bill Payment	00000653/9	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20101 Post Bankruptcy filing AP - Trade	(125,685.07)
737689 *	3/23/2023 Bill Payment	00000654/17	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(125,685.07)
737689	3/23/2023 Bill Payment	00000654/17	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20101 Post Bankruptcy filing AP - Trade	(125,685.07)
755295 *	4/20/2023 Bill Payment	00000671/1	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(20,693.94)
755295	4/20/2023 Bill Payment	00000671/1	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20101 Post Bankruptcy filing AP - Trade	(20,693.94)
756315 *	4/21/2023 Bill Payment	00000673/1	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	(100,000.00)
756315	4/21/2023 Bill Payment	00000673/1	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20101 Post Bankruptcy filing AP - Trade	(100,000.00)
758279 *	4/27/2023 Bill Payment	00000674/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	CoinCloud BreakFix (40,868.05)
758279	4/27/2023 Bill Payment	00000674/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20101 Post Bankruptcy filing AP - Trade	(40,868.05)
773083 *	5/18/2023 Bill Payment	00000689/13	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	CoinCloud BreakFix Retainer (100,000.00)
773083	5/18/2023 Bill Payment	00000689/13	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20101 Post Bankruptcy filing AP - Trade	(100,000.00)
781977 *	6/1/2023 Bill Payment	00000699/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	10302 Commercial Bank - AP (3833)	CoinCloud BreakFix (100,000.00)
781977	6/1/2023 Bill Payment	00000699/3	Kiosk Services Group Inc (Formerly Survey Studio Inc)	20101 Post Bankruptcy filing AP - Trade	(100,000.00)

1 EXHIBIT 3
2 (Emails between KSG & Cash Cloud)
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FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

Attachments: cidEB54D9BE-F7E9-472D-B248-69B9173C2244.pdf

From: Jim Hall <jim.hall@coin.cloud>
Sent: August 3, 2023 10:49 AM
To: Mann, Daniel A. <dmann@foxrothschild.com>
Subject: [EXT] Fwd: Final invoice

FYI



Orr Mfg
[U%kKsfshj%Fhhtzsyl
HtrsHdzi%or Mfg E HtrsHdzi

----- Forwarded message -----

From: **Jeff Jochum** <jeff@kiosksgroup.com>
Date: Tue, Jul 25, 2023 at 6:59 AM
Subject: Final invoice
To: Jim Hall <jim.hall@coin.cloud>
Cc: Laura Stoutingburg <laura@kiosksgroup.com>, Tyler Jones <tyler@kiosksgroup.com>

Hi Jim,

Laura asked me to update you on the status of CC's available balance. As initially agreed, all "prepayments" were received as non-refundable deposits and, with the agreement with CC having expired, the remaining amount of \$72,336.66 has been forfeited. Please see attached final invoice. Let me know if you or the court has any further questions. It has been our pleasure working you, Jim. Best of luck in your next endeavor.

Jeff

Jeff Jochum
President

Kiosk Services Group
(Formerly SurveyStudio)

C (949) 355 4415

E jeff@kiosksgroup.com

W www.kiosksgroup.com

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INVOICE

INV-10569

July 10, 2023

Kiosk Services Group, Inc
 (Formerly TBJ Group, Inc DBA SurveyStudio)
 PO Box 1506
 Parker, CO 80134
 (720) 370.2760

EIN 27-3366605

TO: **Accounts Payable**
 apemail@coin.cloud

CoinCloud Service
 10845 Griffith Peak Dr #2
 Las Vegas, NV 89135
 +1 855 264-2046

RE: **Invoice Number**
 INV-10569

Invoice Date
 July 10, 2023

Due Date
 July 31, 2023

Date Reference

Item Description	Quantity	Amount USD
CC-BF Prepayment (Non-Refundable Deposit) Forfeiture	1	\$72,366.66
	Invoice Total USD	\$72,366.66
	Total Net Payments USD	\$72,366.66
	Amount Due USD	\$0.00